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SITE SUBLEASE

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This Site Sublease and agreement made this 31st day of December, 1986, by and between WILMINGTON TRUST COMPANY, Trustee ("Owner, Trustee"), a Delaware corporation ("Sublessor"), and CROUSE RECOVERY OF DELAWARE, INC., a Delaware corporation ("Sublessee").

WHEREAS Sublessee has heretofore entered into a site lease ("Site Lease") as lessee ("Lessee") with Delaware Solid Waste Authority, a duly organized body politic and corporate constituting a public instrumentality of the State of Delaware ("Prime Lessor"), under date of October 26, 1983, and amended several times since that date, whereby Prime Lessor leased to Sublessee the real estate, including easements and other appurtenances thereto, described in Exhibit A of the Site Lease (the "Site"), and assigned by Sublessor to Sublessor, pursuant to a Participation and Loan Agreement dated October 30, 1984 and subsequently amended (the "Participation and Loan Agreement"); and

WHEREAS Sublessor is leasing an energy generating facility located on the Site ("Plant") to Sublessee pursuant to a Lease Agreement dated as of the date hereof ("Lease Agreement"); and

WHEREAS Sublessor desires to sublease said real estate to Sublessee;

NOW, this Site Sublease witnesseseth, that in consideration of their mutual covenants and agreements herein contained, and in consideration of the sum of one dollar (\$1) from Sublessee to Sublessor in hand paid, receipt of which is hereby acknowledged by Sublessor, the parties hereto agree as follows:

1. Sublessor hereby subleases and rents unto Sublessee, and Sublessee hereby subleases and rents from the Sublessor, the real estate covered by the Site Lease for a basic term of 16 years commencing on December 31, 1986. Except as set forth herein, this Site Sublease is made upon and shall be subject to, all of the terms, covenants and conditions of Articles 1 through 5, 7 through 9 and 12, Section 13.01, and Articles 14 through 19 of the Site Lease, a copy of which has been furnished to Sublessee by Sublessor, and the terms, covenants and conditions of which are hereby incorporated herein by reference. Sublessee hereby covenants and agrees to perform and observe and be bound by all of the terms, covenants, acknowledgments, and conditions by or on the part of the Lessee under the Site Lease from and after the date hereof and to hold Sublessor harmless from and against any liabilities under or pursuant to the Site Lease by reason of Sublessee's

failure to fully comply with any and all of said duties, covenants and obligations of the lessor under and pursuant thereto or by reason of Sublessee's conduct or management of the business conducted by Sublessee. Sublessee acknowledges that Sublessor does not pursuant to this Site Sublease covenant or agree to do or perform any obligations undertaken or assumed by the prime lessor under the Site lease; Sublessor will, however use its best efforts to obtain performance by Prime Lessor under the Site Lease.

2. Sublessee may not assign or sublease his rights in or interest under this Site Sublease without the prior written consent of Sublessor.

3. The annual rental shall be remitted, without demand or offset, by Sublessee to Sublessor in accordance with and pursuant to the time periods required by the applicable provisions of the Site Lease.

2. Sublessee may not assign or sublease his rights in or interest under this Site Sublease without the prior written consent of Sublessor.

3. The annual rental shall be remitted, without demand or offset, by Sublessee to Sublessor in accordance with and pursuant to the time periods required by the applicable provisions of the Site lease.

4. In the event that (i) Sublessee shall be in default under any of the provisions of paragraph 2 above or any of the other provisions of this Site Sublease, or of the lease Agreement of the Plant upon the Site, and shall continue to be in default after 30 days' written notice thereof from Sublessor; or (ii) a petition in bankruptcy be filed by or against Sublessee in any court of competent jurisdiction, or Sublessee be declared insolvent by any court of competent jurisdiction and a receiver of his property appointed, or Sublessee resorts to an assignment of the assets for the benefit of his creditors, then Sublessor shall have the right to terminate this Site Sublease to take possession of the Site

5. in the event that Sublessee desires to extend the term of this Site Sublease, Sublessee shall be entitled to so extend the term hereof for additional periods commensurate with any renewal periods (as defined in the Lease Agreement) granted pursuant to the terms of Section 2.07 of the Lease Agreement.

6. It is specifically agreed that in the event Sublessee exercises the option to remove from and cease operations at the demised premises at the end of the term, such removal or cessation shall not relieve or discharge Sublessee from its other obligations under and pursuant to this Site Sublease, including, but not limited to, the payment of rent.

7. Sublessee and Sublessor covenant and agree that Sublessee shall bear the entire cost and expenses of the performance of (i) the Site Lessee's obligations set forth in

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Amendment No. 2 to the Site Lease and (ii) Sublessee's obligations under the Easement Agreement, the Storm and Sanitary Sewer Agreement and the Declaration. To the extent the Site Lease, as it may be amended at any time during the term of the Service Agreement (defined in the Participation and Loan Agreement), requires liability insurance in excess of \$20,000,000, Sublessee shall be liable for and shall pay the cost of obtaining and maintaining such insurance in excess of \$20,000,000 and for any and all damages, claims, obligations or liabilities of any type or nature, which are in excess of \$20,000,000 and not covered by insurance. In no event shall any monies residing in any of the Funds (as referred to and defined in the Participation and Loan Agreement) be used for the payment of such expenses.

8. Any notice herein required or permitted to be given shall be deemed given if and when mailed in a sealed envelope by United States certified mail, return receipt requested, postage prepaid properly addressed as follows: as to the Sublessor to: Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890, ATTN: Arden M. Knott, Corporate Trust Administration; as to the Sublessee to: Crouse Recovery of Delaware, Inc., Upper Lewis Road, Linfield, PA 19458.

9. All agreements, covenants and conditions contained in this Site Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Site Subleases on the day and year first above written.

WILMINGTON TRUST COMPANY  
as Owner Trustee  
By Arden M. Knott  
President

Attest: \_\_\_\_\_  
Secretary

(Corporate Seal)

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(Corporate Seal)

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CROUSE RECOVERY OF  
DELAWARE, INC.

By [Signature]  
President

Attest: [Signature]  
Secretary

~~STATE OF~~  
DELAWARE ) ss.  
~~COUNTY OF~~ COVINGTON

The foregoing instrument was acknowledged before me  
this 31st day of December, 1986, by C. L. WELLS of  
Wilmington Trust Company, as Owner Trustee, a Delaware Banking  
corporation on behalf of the Owner Trustee.

[Signature]  
Notary Public

My Comm. Expires 12/31/86

~~STATE OF~~  
DELAWARE ) ss.  
~~COUNTY OF~~ COVINGTON

The foregoing instrument was acknowledged before me  
this 31st day of December, 1986, by FRANK AMBELL of  
Crouse Recovery of Delaware, Inc., a Delaware corporation, on  
behalf of the corporation.

[Signature]  
Notary Public

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EXHIBIT A                      00077HW 0107  
TO  
SITE LEASE  
From Wilmington Trust Company, as Trustee  
Under Agreement with General Electric Credit  
Corporation to Crouse Recovery of Delaware, Inc.

DESCRIPTION OF SITE

Description of a portion of property of Delaware Solid Waste Authority to be used as an energy generating facility, Lambson's Lane Extended, New Castle Hundred, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece or parcel of land located near the easterly extension of Lambson's Lane, New Castle Hundred, New Castle County, Delaware and more particularly described as follows, to wit;

BEGINNING at a point in the northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, said point being distant the four following described courses and distances from the point of intersection of the southwesterly right of way line of Conrail (formerly the Reading Railroad, Delaware River Extension Branch at 60 feet wide) and the southeasterly right of way line of Conrail (formerly Penn-Central Railroad, New Castle Cut-Off at 100 feet wide), courses one through three to follow being along the said southwesterly right of way line of Delaware River Extension Branch;

- (1) Parallel with the centerline track and distant southwesterly 30 feet therefrom, measured at right angles thereto, South 41°-28'-10" East, 250.00 feet to a point;
- (2) South 48°-11'-50" West, 20.00 feet to a point;
- (3) Parallel with the centerline track and distant southwesterly 50 feet therefrom, measured at right angles thereto, South 41°-28'-10" East, 1,290.00 feet to a point; and
- (4) Along said northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, South 23°-35'-20" West, 44.12 feet to the said point of beginning;

THENCE from the said point of beginning the twelve following described courses and distances:

- (1) Still along the said northwesterly line of lands now or formerly of the Mayor & Council of the City of Wilmington, South 23°-35'-20" West, 1050.86 feet to a point;

THENCE by new lines through lands of Delaware Solid Waste Authority, the six following described courses and distances:

- (1) North 55°-46'-10" West, 40.00 feet to a point;
- (2) South 23°-35'-20" West, 83.00 feet to a point;
- (3) North 55°-46'-10" West, 626.00 feet to a point;
- (4) North 36°-17'-56" East, 162.00 feet to a point;
- (5) North 34°-52'-42" East, 468.69 feet to a point of curvature;
- (6) Along a curve to the left having a radius of 335.00 feet, an arc length of 80.02 feet to a point, said point being distant by a chord of North 28°-02'-09" East, 79.82 feet from the last described point

said point also being the terminus of Energy Lane (at 60 feet wide);

THENCE crossing the said terminus of Energy Lane and along the south-westerly line of other lands of the Delaware Solid Waste Authority, known as Parcel B, South 77°-08'-50" East, 371.24 feet to a point;

THENCE along the southeasterly lines of said Parcel B, the two following described courses and distances:

- (1) North 18°-06'-41" East, 168.49 feet to a point; and
- (2) North 49°-20'-22" East, 82.27 feet to a point, on the southwesterly side of Resource Lane;

THENCE along the right of way lines of said Resource Lane, the two following described courses and distances:

- (1) North 49°-20'-22" East, 60.00 feet to a point; and
- (2) South 41°-28'-10" East, 121.86 feet to the point and place of Beginning;

CONTAINING within said metes and bounds 11.681 acres of land being the same, more or less....

SUBJECT TO the use in common with others of an access easement lying within the above described parcel and varying in width from 60 feet to 100 feet in width parallel to and generally contiguous with the perimeter of said above described parcel, as said access easement is more particularly shown on Drawing No. 23186-P prepared by Vandemark & Lynch, Inc., Consulting Engineers, and Surveyors, entitled "Property of Delaware Solid Waste Authority, Lambson's Lane Extended" dated January 23, 1985, last revised December 15, 1986;

ALSO, TOGETHER with the use of a utility easement through said other lands of Delaware Solid Waste Authority, and more particularly described as follows, to wit:

BEGINNING at a point in the southwesterly line of (course No.4) of the above described parcel, said point being distant North 55°-46'-10" West, 616.00 feet measured along said course No.4;

THENCE from said point of beginning and through said lands of Delaware Solid Waste Authority, the five following described courses and distances:

- (1) South 38°-05'-45" West, 124.60 feet to a point;
- (2) South 39°-07'-04" West, 648.81 feet to a point;
- (3) North 72°-14'-58" West, 303.58 feet to a point;
- (4) North 85°-09'-19" West, 163.29 feet to a point; and
- (5) Parallel to the said southeasterly right of way line of Conrail (formerly Penn-Central Railroad, New Castle Cut-off at 100 feet wide) and 50 feet southeasterly therefrom measured at right angles thereto, South 34°-46'-29" West, 1225.33 feet to a point in the northeasterly line of lands of the State of Delaware (Delaware River & Bay Authority);

THENCE THEREBY, North 79°-53'-05" West, 55.02 feet to a point in the said southeasterly right of way line of Conrail;

THENCE THEREBY, North 34°-46'-29" East, 1277.20 feet to a point, said point being South 34°-46'-29" East, 56.92 feet from a point of curvature on the said right of way line;

THENCE through said lands of Delaware Solid Waste Authority, the eight following describe courses and distances:

- (1) South 85°-09'-19" East, 197.86 feet to a point;
  - (2) South 72°-14'-38" East, 286.01 feet to a point;
  - (3) North 33°-52'-07" East, 196.91 feet to a point;
  - (4) South 56°-07'-53" East, 10.00 feet to a point;
  - (5) North 41°-53'-46" East, 355.37 feet to a point;
  - (6) North 34°-59'-46" East, 60.00 feet to a point;
  - (7) North 36°-16'-08" East, 170.00 feet to a point; and
  - (8) South 88°-07'-04" East, 37.65 feet to a point in the northwesterly line (Course No. 6) of the said above described parcel;
- THENCE along the northwesterly and southwesterly line of said above described parcel, the two following described courses and distances:
- (1) South 36°-17'-56" West, 70.00 feet to a point; and
  - (2) South 55°-46'-10" East, 10.00 feet to the point of Beginning;

CONTAINING within said metes and bounds of said utility easement, 2.735 acres of land being the same, more or less....

THE foregoing utility easement extends from the lands of Delaware Solid Waste Authority through lands of Consolidated Rail Corporation, a Pennsylvania corporation, pursuant to a License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations between Consolidated Rail Corporation and Crouse Recovery of Delaware, Inc., a Delaware corporation ("CRD"), dated August 1, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0459, Page 170, as amended December 1, 1986 and recorded in Miscellaneous Book 0459, Page 171; thence through lands of The Delaware River and Bay Authority, a bi-state agency established by Compact between the States of New Jersey and Delaware (the "Bay Authority") pursuant to an agreement between the Bay Authority and Delaware Solid Waste Authority dated September 26, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0439, Page 061, and assigned by an assignment from the Delaware Solid Waste Authority to CRD, acknowledged October 3, 1986 and recorded October 7, 1986 in Deed Book 439, Page 089; thence through lands of ICI Americas, Inc., a Delaware corporation, pursuant to an Easement Agreement between ICI Americas, Inc. and CRD dated July 23, 1986 and recorded in the office of the Recorder of Deeds for New Castle County in Miscellaneous Book 0459, Page 0156.

ALSO, TOGETHER with a Storm and Sanitary Sewer Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc., dated October 3, 1986 and recorded in the Office as aforesaid in Deed Book 439, Page 79.

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ALSO, TOGETHER with an Easement Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc., dated October 3, 1986 and recorded in the Office as aforesaid in Deed Book 439, Page 71.

ALSO, TOGETHER with the easements set forth in Amendment Agreement No. 2 dated December 11, 1986 to Agreement of Lease between Delaware Solid Waste Authority and Debtor being recorded concurrently herewith including the Storm and Sanitary Sewer Agreement between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc. attached thereto, and the Easement Agreement for a 20-foot wide water line between Delaware Solid Waste Authority and Crouse Recovery of Delaware, Inc. attached thereto.

The site (designated as Parcel A) and the principal easements set forth above are shown on Drawing 23186-F referred to above.

LEO J. DUGAN, Jr. Recorder

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SURCHARGE  
PAID \$3.00